

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
Ashley M. Yohe,)	Case No. 19-20911-GLT
)	Chapter 13
Debtor)	Related to Docket Nos. 127-129
)	
Ashley M. Yohe,)	
)	
Movant)	
)	
vs.)	
)	
AES, American Express, American Express))	
National Bank, Andrews Federal Credit))	
Union, Barclays Bank, Capital One, Capital))	
One Bank (USA), N.A., JPMorgan Chase))	
Bank, N.A., Chase Bank USA, N.A.,))	
CitiCards CBNA, Citibank, N.A., Comenity))	
Bank/Pottery Barn, Compel Fitness, ECMC,))	
Fifth Third Bank, Greensky, LLC/Home))	
Depot Loan Services, Home Depot -))	
CBNA, Internal Revenue Service, LVNV))	
Funding, LLC, Nordstrom, PA Department))	
of Revenue, PHEAA, PNC Bank Retail))	
Lending, PNC Card Services, PRA))	
Receivables Management, LLC,))	
Payoff, Inc., Paypal Credit, Peoples Gas))	
Company, LLC, Portfolio Recovery))	
Associates, LLC, Quantum3 Group, LLC))	
as agent for Comenity Bank, SYNCB/Old))	
Navy, Synchrony Bank, Suntrust/THD,))	
Synchrony Bank, Toyota Lease Trust,))	
Toyota Motor Credit and))	
Ronda J. Winnecour, Chapter 13 Trustee,))	
)	
Respondents)	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 18, 2022, a true and correct copy of the *Order Setting Hearing on Expedited Basis and Motion to Approve Mortgage Refinance* was served by the below methods on the following persons and parties:

AES via fax to 1-717-720-3916

American Express via fax to 1-800-542-0779
American Express % Beckett & Lee via email to proofofclaim@beckett-lee.com
Andrews FCU via email to MortgageOriginations@andrewsfcu.org
Barclays Bank via fax to 1-866- 823-8178
Capital One via fax to 1-888-464-3220
Capital One Bank (USA), N.A. by AmericanInfosource via email to poc_ais@americaninfosource.com
JPMorgan Chase Bank, N.A. via fax to 1-614-422-7575
Chase Bank, USA, N.A. % Robertson Anschutz via email to chasepocnotification@raslg.com
CitiCards CBNA via email to Recovery.Bankruptcy@citi.com
Citibank, N.A. via email to Recovery.Bankruptcy@citi.com
Clearview Federal Credit Union via email to dcable@clearviewfcu.org
Comenity Bank/Pottery Barn via fax to 1-614-729-3417
Compel Fitness via email to customerservice@compelfitness.com
ECMC via email to jdiebold@gpg.com
Keri Ebeck via email to kebeck@bernsteinlaw.com
Fifth Third Bank via email to pocquestions@nbsdefaultservices.com
Kevin Scott Frankel via email to kfrankel@logs.com
Greensky, LLC/Home Depot Loan Services via email to bankruptcy@greenskycredit.com
HomeDepot-CBNA via email to corpcom@cbna.com
Internal Revenue Service via email to Jill.Locnikar@usdoj.gov
LVNV Funding, LLC via email to officeofCCO@resurgent.com
Brian Nicholas via email to BNicholas@kmlawgroup.com
Nordstrom via email to contact@nordstrom.com
Office of the United States Trustee via email to Joseph.S.Sisca@usdoj.gov
PA Department of Revenue via email to jchatham@pa.gov
PHEAA via email to GIR_Legal_Review@aessuccess.org
PNC Bank Retail Lending via fax to 1-844-205-9527
PNC Card Services via fax to 1-844-205-9527
PRA Receivables Management, LLC via email to Bankruptcy_Info@portfoliorecovery.com
Payoff, Inc. via email to goalrealignment@happymoney.com
Paypal Credit via service@paypal.com
Pennsylvania Department of Revenue via email to jchatham@pa.gov
Pennsylvania Dept. of Revenue via email to jchatham@pa.gov
Peoples Gas Company LLC via email to contactus@peoples-gas.com
Peoples Gas Company LLC f/k/a Peoples TWP contactus@peoples-gas.com
Portfolio Recovery Associates, LLC via email to Bankruptcy_Info@portfoliorecovery.com
Quantum3 Group LLC as agent for Comenity Bank via email to claims@quantum3group.com
SYNCB/Old Navy via email to Customer.Servicing@mail.synchronybank.com
Synchrony Bank % Weinstein & Riley, PS via email to bncmail@w-legal.com
A. Lysa Simon via email to lsimon@culawyer.com
Suntrust/THD via email to MerchantSupport@Truist.com
Synchrony Bank % PRA Receivables Management, LLC via email to Bankruptcy_Info@portfoliorecovery.com
Toyota Lease Trust via email to pocquestions@nbsdefaultservices.com
Toyota Motor Credit Corporation via email to pocquestions@nbsdefaultservices.com
Karina Velter via email to KVelter@hoflawgroup.com
S. James Wallace via email to sjw@gmwpclaw.com
Ronda Winnecour via email to rwinnecour@chapter13trusteewdpa.com
Ashley M. Yohe via email to ashley.yohe@outlook.com

Date of Service: March 18, 2022

/s/ Lauren M. Lamb

Lauren M. Lamb, Esquire
Attorney for the Debtor
STEIDL & STEINBERG
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(412) 391-8000
llamb@steidl-steinberg.com
PA I.D. No. 209201

Form 611

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

Ashley M. Yohe
fka Ashley M. Glock
Debtor(s)

Ashley M. Yohe f/k/a Ashley M. Glock
Movant(s),

v.
All Parties on the Mailing Matrix
Respondent(s).

Case No. 19-20911-GLT
Chapter: 13

Related to Doc. No. 127

Hearing Date: 3/31/22 at 10:30 AM
Response Date: 3/29/22

NOTICE AND ORDER SETTING HEARING ON AN EXPEDITED BASIS

NOTICE IS HEREBY GIVEN THAT an expedited motion entitled Motion to Approve Mortgage Refinance has been filed in the above-referenced case by Debtor .

(1) An in-person hearing will be held on March 31, 2022 at 10:30 AM before Judge Gregory L. Taddonio in Courtroom A, 54th Floor U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA, 15219. In accordance with Judge Taddonio's procedures, parties may appear for non-evidentiary matters remotely by utilizing the Zoom video conference platform. Parties seeking to appear remotely must register for the hearing by submitting a registration form via the link published on Judge Taddonio's website by no later than **4 p.m.** on the business day prior to the scheduled hearing. All parties participating remotely shall comply with Judge Taddonio's **General Procedures**.

Register here:

(<http://www.pawb.uscourts.gov/judge-taddonios-video-conference-hearing-information>).

General Procedures: (<http://www.pawb.uscourts.gov/sites/default/files/pdfs/glt-proc.pdf>).

Parties who fail to timely register for remote participation will be expected to attend the hearing in person.

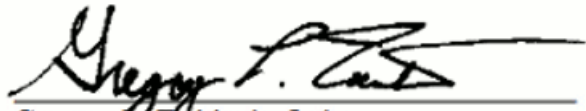
(2) Responses to the *Motion* shall be filed with the Clerk of the Bankruptcy Court and served on parties in interest on or before March 29, 2022 at 4 p.m..

(3) A courtesy copy of all responses shall be delivered to chambers with the filing.

(4) Service shall be made as directed below. A certificate of service shall be filed with the Clerk immediately.

Dated: March 17, 2022

cm: Debtor
Lauren Lamb, Esq.


Gregory L. Taddonio, Judge
United States Bankruptcy Court

Movant shall immediately serve a copy of this scheduling Order and the Motion by hand delivery, e-mail, or facsimile on the Respondent(s), any appointed trustee, Debtor(s), Debtor(s)' Attorney, all secured creditors whose interests may be affected by the relief requested, the U.S. Trustee, and the attorney for any committee. In the absence of a committee, the Movant shall serve the 20 largest unsecured creditors. Movant shall deliver a paper copy of the motion and this notice of hearing to chambers.

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as agent for Comenity Bank, SYNCB/Old)	
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Synchrony Bank, Toyota Lease Trust,)	
Toyota Motor Credit and)	
Ronda J. Winnecour, Chapter 13 Trustee,)	
)	
Respondents)	

MOTION TO APPROVE MORTGAGE REFINANCE

AND NOW, comes the debtor, Ashley M. Yohe, by and through her attorney, Lauren M.

Lamb and Steidl and Steinberg, and respectfully represents as follows:

1. This case was commenced on March 8, 2019 when the debtor filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. Debtor currently has first and second mortgage loans through Andrews Federal Credit Union (hereinafter “Andrews”).
3. Debtor’s second mortgage loan has a variable interest rate and is currently in an interest-only repayment period, which ends in November of 2022. Debtor feels that it is vitally important for her to refinance this loan prior to the interest-only period ending in order to prevent a significant increase in the payment.
4. Debtor was tentatively approved for a mortgage loan refinance with Andrews in which Andrews would refinance both current loans into one loan.
5. The following chart shows a breakdown of the current loan terms and the proposed refinancing terms:

Current Loan Terms First/Second		Under Proposed Refinancing
\$302,951.26/\$113,418.94	Loan Amount	\$423,000.00*
4.75%/Variable w/ 4% floor	Interest Rate	4.45%
November 1, 2042/November 1, 2037	Maturity Date	April 1, 2052
\$1,875.69/\$386.55 currently	P&I Payment	\$2,130.73*
\$3,019.63/\$386.55 currently	Total Payment, including Escrow	\$3,105.73*

* Indicates estimated figures

6. In addition, there will be an amount to be determined later in closing costs. Currently, it is estimated that the closing fees will be the sum of \$5,638.95. However, that amount can and probably will change at closing, depending on the date of closing, the amounts due at that time, etc. The amount of the new loan will be the amounts actually owed to the Credit Union on the two (2) existing

loans after credit for all payments, including accrued unpaid interest, escrow amounts due, etc. Any amounts in suspense on the existing first mortgage will be applied to the amounts owed. The same will be true for any surplus in impound/escrow. Similarly, any shortfall in escrow will be added to the payoff due on the first mortgage.

7. The interest rate is locked in until April 4, 2022. In order to avail herself of the locked in rate, the loan must be approved by the Court, documents prepared and signed, and funded by that date. The longer it takes to obtain Court approval and process the loan, the more at risk the new loan is to have a higher interest rate.
8. No cash is being paid to or given to the Debtor under the new loan. However, in lending terms, the new loan is considered a cash-out refinance, because the new first mortgage is paying off the HELOC mortgage in second place and the closing costs are being advanced by the Credit Union.
9. The refinanced loan will not be paid through the Chapter 13 Plan. As such, Debtor's Chapter 13 Plan will be amended within thirty days of financing, by way of amended Plan or Stipulated Order Modifying Plan, in order to reflect that the Chapter 13 Trustee will not be distributing payments on the refinanced loan. The Chapter 13 Trustee is to continue to make monthly payments to the Credit Union until a modified Plan or Stipulated Order Modifying Plan is filed with the Court.

Wherefore, Debtor requests that she be approved to refinance her first and second mortgage loans with Andrews Federal Credit Union.

Respectfully submitted,

March 17, 2022
DATE

/s/ Lauren M. Lamb
Lauren M. Lamb, Esquire
Attorney for the Debtors
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Suite 2830 – Gulf Tower
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Pittsburgh, PA 15219
(412) 391-8000
PA I. D. No. 209201
llamb@steidl-steinberg.com

March 17, 2022
DATE

/s/A. Lysa Simon
A. Lysa Simon, Attorney for Andrews
Federal Credit Union
9846 White Oak Avenue, Suite 205
Northridge, CA 91325
(818)701-5200
CA Bar No. 94884 (Pro Hac Vice)

March 17, 2022
DATE

/s/Karina Velter
Karina Velter, Local Counsel for Andrews Federal
Credit Union
Hladik, Onorato & Federman, LLP
298 Wissahickon Avenue
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(215)855-9521
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kvelter@hoflawgroup.com

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Toyota Motor Credit and))	
Ronda J. Winnecour, Chapter 13 Trustee,))	
)	
Respondents)	

ORDER OF COURT

AND NOW, to wit, this _____ day of _____, 2022, it is hereby ORDERED, ADJUDGED and DECREED that the Debtor, Ashley M. Yohe, is approved to refinance her first and second mortgage loans into one loan with Andrews Federal Credit Union at 4.45% interest with payments to be made over a 30 year term and she is permitted to execute any documents necessary to effectuate that refinance. It is further ordered that the payment on the refinanced mortgage loan will not be paid through the Chapter 13 Plan.

Honorable Gregory L. Taddonio